

1 The Honorable Benjamin H. Settle
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UNITED STATES DISTRICT COURT
WESTERN DISTRICT OF WASHINGTON
AT TACOMA

JEFF BRADY,

Plaintiff,

vs.

LIBERTY LIFE ASSURANCE
COMPANY OF BOSTON; TRUEBLUE,
INC. PLAN; and TRUEBLUE, INC.,

Defendants.

No. 3:18-cv-05077-BHS

DEFENDANTS TRUEBLUE, INC. PLAN'S
AND TRUEBLUE, INC.'S ANSWER TO
PLAINTIFF'S COMPLAINT

Defendants TrueBlue, Inc. Plan and TrueBlue, Inc. (collectively "the TrueBlue Defendants") answer Plaintiff's Complaint as follows:

1. INTRODUCTION

1.1. Answering paragraph 1.1 of Plaintiff's Complaint, the TrueBlue Defendants admit the allegations contained therein.

1.2. Answering paragraph 1.2 of Plaintiff's Complaint, the TrueBlue Defendants lack sufficient information to admit or deny the allegations in sentence one of paragraph 1.2 and, therefore, deny the same. The TrueBlue Defendants deny the allegations of sentences two and three of paragraph 1.2.

2. JURISDICTION AND VENUE

2.1. Answering paragraph 2.1 of Plaintiff's complaint, the TrueBlue

1 Defendants admit the allegations contained therein.

2 2.2. Answering paragraph 2.2 of Plaintiff's complaint, the TrueBlue
3 Defendants admit the allegations contained therein.

4 **3. PARTIES**

5 3.1. Answering paragraph 3.1 of Plaintiff's complaint, the TrueBlue
6 Defendants admit the allegations contained therein.

7 3.2. Answering paragraph 3.2 of Plaintiff's complaint, the TrueBlue
8 Defendants admit the allegations contained therein.

9 3.3. Answering paragraph 3.3 of Plaintiff's complaint, the TrueBlue
10 Defendants admit the allegations contained therein.

11 3.4. Answering paragraph 3.4 of Plaintiff's complaint, the TrueBlue
12 Defendants admit the allegations contained therein.

13 **4. FACTUAL ALLEGATIONS**

14 4.1. Answering paragraph 4.1 of Plaintiff's complaint, the TrueBlue
15 Defendants admit the allegations contained therein.

16 4.2. Answering paragraph 4.2 of Plaintiff's complaint, the TrueBlue
17 Defendants deny the allegations contained therein.

18 4.3. Answering paragraph 4.3 of Plaintiff's complaint, the TrueBlue
19 Defendants admit that TrueBlue, Inc. is an "employer" as defined by 29 U.S.C. § 1002(5).
20 The TrueBlue Defendants further answer that TrueBlue, Inc. is the parent corporation of
21 PeopleReady, a TrueBlue company, which offers specialized staffing. PeopleReady
22 previously operated as Labor Ready, Inc. PeopleReady now combines Labor Ready, CLP
23 Resources, and Spartan Staffing. Except as so admitted, the TrueBlue Defendants deny any
24 remaining allegations of this paragraph.

25 4.4. Answering paragraph 4.4 of Plaintiff's complaint, the TrueBlue
26 Defendants admit the allegations contained therein.

1 4.5. Answering paragraph 4.5 of Plaintiff's complaint, the TrueBlue
2 Defendants admit the allegations contained therein.

3 4.6. Answering paragraph 4.6 of Plaintiff's complaint, the TrueBlue
4 Defendants admit the allegations contained therein.

5 4.7. Answering paragraph 4.7 of Plaintiff's complaint, the TrueBlue
6 Defendants admit the allegations contained therein.

7 4.8. Answering paragraph 4.8 of Plaintiff's complaint, the TrueBlue
8 Defendants admit the allegations contained therein.

9 4.9. Answering paragraph 4.9 of Plaintiff's complaint, the TrueBlue
10 Defendants admit the allegations contained therein.

11 4.10. Answering paragraph 4.10 of Plaintiff's complaint, the TrueBlue
12 Defendants admit the allegations contained therein.

13 4.11. Answering paragraph 4.11 of Plaintiff's complaint, the TrueBlue
14 Defendants admit the allegations contained therein.

15 4.12. Answering paragraph 4.12 of Plaintiff's complaint, the TrueBlue
16 Defendants admit the allegations contained therein.

17 4.13. Answering paragraph 4.13 of Plaintiff's complaint, the TrueBlue
18 Defendants admit the allegations contained therein.

19 4.14. Answering paragraph 4.14 of Plaintiff's complaint, the TrueBlue
20 Defendants admit the allegations contained therein.

21 4.15. Answering paragraph 4.15 of Plaintiff's complaint, the TrueBlue
22 Defendants answer that TrueBlue, Inc. is the parent corporation that supports operations for
23 all of its brands such as PeopleReady, Staff Management, SMX, etc. PeopleReady offers
24 specialized staffing including temporary labor. PeopleReady previously operated as Labor
25 Ready, Inc. and now combines Labor Ready, CLP Resources, and Spartan Staffing. The
26 TrueBlue Defendants further admit that the TrueBlue, Inc. webpage at

1 <https://www.trueblue.com/about/our-story> states: "TrueBlue currently puts more than
2 840,000 people to work each year and partners with 130,000 companies around the world."
3 Except as so admitted, the TrueBlue Defendants deny any remaining allegations of this
4 paragraph.

5 4.16. Answering paragraph 4.16 of Plaintiff's complaint, the TrueBlue
6 Defendants deny the allegations contained therein.

7 4.17. Answering paragraph 4.17 of Plaintiff's complaint, the TrueBlue
8 Defendants admit the allegations contained therein.

9 4.18. Answering paragraph 4.18 of Plaintiff's complaint, the TrueBlue
10 Defendants admit that Plaintiff was given various documents at the time he was hired,
11 including a benefits summary document, but denies the allegations contained in paragraph
12 4.18 as an incomplete and necessarily inaccurate summary of the benefits summary
13 document.

14 4.19. Answering paragraph 4.19 of Plaintiff's complaint, the TrueBlue
15 Defendants lack sufficient information to admit or deny the allegations in this paragraph and,
16 therefore, deny the same.

17 4.20. Answering paragraph 4.20 of Plaintiff's complaint, the TrueBlue
18 Defendants deny the allegations contained therein.

19 4.21. Answering paragraph 4.21 of Plaintiff's complaint, the TrueBlue
20 Defendants deny the allegations contained therein.

21 4.22. Answering paragraph 4.22 of Plaintiff's complaint, the TrueBlue
22 Defendants deny the allegations contained therein.

23 4.23. Answering paragraph 4.23 of Plaintiff's complaint, the TrueBlue
24 Defendants deny the allegations contained therein.

25 4.24. Answering paragraph 4.24 of Plaintiff's complaint, the TrueBlue
26 Defendants deny the allegations contained therein.

1 4.25. Answering paragraph 4.25 of Plaintiff's complaint, the TrueBlue
2 Defendants deny the allegations contained therein.

3 4.26. Answering paragraph 4.26 of Plaintiff's complaint, the TrueBlue
4 Defendants deny the allegations contained therein.

5 4.27. Answering paragraph 4.27 of Plaintiff's complaint, the TrueBlue
6 Defendants admit that it had a system called "Ellis" but deny the remaining allegations
7 contained in this paragraph as an incomplete and inaccurate summary.

8 4.28. Answering paragraph 4.28 of Plaintiff's complaint, the TrueBlue
9 Defendants deny the allegations contained in this paragraph, including that it an incomplete
10 and therefore necessarily inaccurate summary.

11 4.29. Answering paragraph 4.29 of Plaintiff's complaint, the TrueBlue
12 Defendants lack sufficient information to admit or deny the allegations in this paragraph and,
13 therefore, deny the same.

14 4.30. Answering paragraph 4.30 of Plaintiff's complaint, the TrueBlue
15 Defendants deny the allegations contained in this paragraph as an incomplete and inaccurate
16 summary.

17 4.31. Answering paragraph 4.31 of Plaintiff's complaint, the TrueBlue
18 Defendants admit that Plaintiff worked on the "Prism" project. Except as so admitted, the
19 TrueBlue Defendants deny the remaining allegations contained in this paragraph as an
20 incomplete and inaccurate summary.

21 4.32. Answering paragraph 4.32 of Plaintiff's complaint, the TrueBlue
22 Defendants admit that Plaintiff worked on the "Prism" project team. Except as so admitted,
23 the TrueBlue Defendants deny the remaining allegations contained in this paragraph as an
24 incomplete and inaccurate summary.

25 4.33. Answering paragraph 4.33 of Plaintiff's complaint, the TrueBlue
26 Defendants deny the allegations contained in this paragraph as an incomplete and inaccurate

1 summary.

2 4.34. Answering paragraph 4.34 of Plaintiff's complaint, the TrueBlue
3 Defendants deny the allegations contained in this paragraph as an incomplete and inaccurate
4 summary.

5 4.35. Answering paragraph 4.35 of Plaintiff's complaint, the TrueBlue
6 Defendants deny the allegations contained therein.

7 4.36. Answering paragraph 4.36 of Plaintiff's complaint, the TrueBlue
8 Defendants admit the allegations contained therein.

9 4.37. Answering paragraph 4.37 of Plaintiff's complaint, the TrueBlue
10 Defendants admit the allegations contained therein.

11 4.38. Answering paragraph 4.38 of Plaintiff's complaint, the TrueBlue
12 Defendants deny the allegations contained in this paragraph as an incomplete and therefore
13 necessarily inaccurate summary of the Policy, the contents of which speaks for itself.

14 4.39. Answering paragraph 4.39 of Plaintiff's complaint, the TrueBlue
15 Defendants deny the allegations contained in this paragraph as an incomplete and therefore
16 necessarily inaccurate summary of the Policy, the contents of which speaks for itself.

17 4.40. Answering paragraph 4.40 of Plaintiff's complaint, the TrueBlue
18 Defendants deny the allegations contained in this paragraph as an incomplete and therefore
19 necessarily inaccurate summary of the Policy, the contents of which speaks for itself.

20 4.41. Answering paragraph 4.41 of Plaintiff's complaint, the TrueBlue
21 Defendants deny the allegations contained in this paragraph as an incomplete and therefore
22 necessarily inaccurate summary of the Policy, the contents of which speaks for itself.

23 4.42. Answering paragraph 4.42 of Plaintiff's complaint, the TrueBlue
24 Defendants admit the allegations contained in this paragraph.

25 4.43. Answering paragraph 4.43 of Plaintiff's complaint, the TrueBlue
26 Defendants admit the allegations contained in this paragraph.

1 4.44. Answering paragraph 4.44 of Plaintiff's complaint, the TrueBlue
2 Defendants admit that Plaintiff was classified as a Class 3 employee under the Policy and
3 that Defendant TrueBlue directed that Plaintiff receive Class 3 benefits as provided in the
4 Policy; except as so admitted, the TrueBlue Defendants deny the remaining allegations of the
5 allegations contained in this paragraph.

6 4.45. Answering paragraph 4.45 of Plaintiff's complaint, the TrueBlue
7 Defendants deny the allegations contained in this paragraph.

8 4.46. Answering paragraph 4.46 of Plaintiff's complaint, the TrueBlue
9 Defendants admit that TrueBlue, Inc. as a plan administrator of the TrueBlue, Inc. Plan has
10 certain fiduciary duties under ERISA. The remaining allegations of this paragraph state a
11 legal conclusion and, therefore, no answer is required. To the extent that an answer is
12 required, the TrueBlue Defendants deny the remaining allegations.

13 4.47. Answering paragraph 4.47 of Plaintiff's complaint, the TrueBlue
14 Defendants admit the allegations of this paragraph.

15 4.48. Answering paragraph 4.48 of Plaintiff's complaint, the TrueBlue
16 Defendants admit that one of TrueBlue's corporate counsel responded on May 16, 2017, to
17 Mr. Brady's request of April 26, 2017, and provided a copy of Mr. Brady's personnel file,
18 which had separately been requested by Mr. Brady, and the relevant disability plan
19 documents.

20 4.49. Answering paragraph 4.49 of Plaintiff's complaint, the TrueBlue
21 Defendants denies the allegations of this paragraph.

22 4.50. Answering paragraph 4.50 of Plaintiff's complaint, the TrueBlue
23 Defendants admit the allegations of this paragraph.

24 4.51. Answering paragraph 4.51 of Plaintiff's complaint, the TrueBlue
25 Defendants respond that TrueBlue provided Plaintiff with all applicable LTD plan documents
26 as of May 16, 2017. There were no other applicable plan documents then in existence, such

1 as a wrap plan document, applicable to his request for LTD documents when Mr. Brady
2 made his request on April 26, 2017, or when TrueBlue responded to his request on May 16,
3 2017. TrueBlue could not produce a document or documents that did not exist at the time
4 requested. Except as so stated, TrueBlue Defendants deny any remaining allegations in this
5 paragraph.

6 4.52. Answering paragraph 4.52 of Plaintiff's complaint, the TrueBlue
7 Defendants admit that Mr. Brady's attorney corresponded with TrueBlue on several
8 occasions, including a letter from Mr. Crawford to TrueBlue on July 17, 2017, and a letter on
9 November 22, 2017, to both TrueBlue, Inc. and to Liberty Life Assurance Company of
10 Boston, appealing the determination that Mr. Brady was a Class 3 employee. Except as so
11 admitted, the TrueBlue Defendants deny any remaining allegations of this paragraph.

12 4.53. Answering paragraph 4.53 of Plaintiff's complaint, the TrueBlue
13 Defendants deny the allegations of this paragraph.

14 4.54. Answering paragraph 4.54 of Plaintiff's complaint, the TrueBlue
15 Defendants deny the allegations of this paragraph.

16 4.55. Answering paragraph 4.55 of Plaintiff's complaint, the TrueBlue
17 Defendants deny the allegations of this paragraph.

18 4.56. Answering paragraph 4.56 of Plaintiff's complaint, the TrueBlue
19 Defendants deny the allegations of this paragraph.

20 4.57. Answering paragraph 4.57 of Plaintiff's complaint, the TrueBlue
21 Defendants deny the allegations of this paragraph.

22 4.58. Answering paragraph 4.58 of Plaintiff's complaint, the TrueBlue
23 Defendants deny the allegations of this paragraph.

24 4.59. Answering paragraph 4.59 of Plaintiff's complaint, the TrueBlue
25 Defendants deny the allegations of this paragraph.

26 4.60. Answering paragraph 4.60 of Plaintiff's complaint, the TrueBlue

1 Defendants deny the allegations of this paragraph.

2 4.61. Answering paragraph 4.61 of Plaintiff's complaint, the TrueBlue
3 Defendants deny the allegations of this paragraph.

4 4.62. Answering paragraph 4.62 of Plaintiff's complaint, the TrueBlue
5 Defendants deny the allegations of this paragraph.

6 4.63. Answering paragraph 4.63 of Plaintiff's complaint, the TrueBlue
7 Defendants deny the allegations of this paragraph.

8 4.64. Answering paragraph 4.64 of Plaintiff's complaint, the TrueBlue
9 Defendants admit that Plaintiff, through his counsel, sent a letter on November 22, 2017, to
10 TrueBlue, Inc. and to Liberty Life Assurance Company of Boston, appealing the
11 determination that Mr. Brady was a Class 3 employee. Except as so admitted, the TrueBlue
12 Defendants deny any remaining allegations of this paragraph.

13 4.65. Answering paragraph 4.65 of Plaintiff's complaint, the TrueBlue
14 Defendants deny the allegations of this paragraph.

15 4.66. Answering paragraph 4.66 of Plaintiff's complaint, the TrueBlue
16 Defendants admit that on or about January 4, 2018, Liberty Life advised Mr. Brady that his
17 appeal was denied.

18 4.67. Answering paragraph 4.67 of Plaintiff's complaint, the TrueBlue
19 Defendants deny the allegations of this paragraph.

20 4.68. Answering paragraph 4.68 of Plaintiff's complaint, the TrueBlue
21 Defendants admit the allegations of this paragraph.

22 5. STATEMENT OF CLAIMS

23 5.1. Claim Under 29 U.S.C. § 1132(a)(1)(B).

24 5.1.1. Answering paragraph 5.1.1 of Plaintiff's complaint, the TrueBlue
25 Defendants re-allege and incorporate by reference its responses to paragraphs 1.1 through
26 4.68 above.

1 5.1.2. Answering paragraph 5.1.2 of Plaintiff's complaint, the TrueBlue
2 Defendants deny the allegations of this paragraph.

3 5.1.3. Answering paragraph 5.1.3 of Plaintiff's complaint, the TrueBlue
4 Defendants admit that Plaintiff seeks the relief as stated in this paragraph but denies he is
5 entitled to the relief requested and denies any other allegations of this paragraph.

6 5.1.4. Answering paragraph 5.1.4 of Plaintiff's complaint, the TrueBlue
7 Defendants admit that Plaintiff seeks declaratory relief as stated in this paragraph but denies
8 he is entitled to the relief requested and denies any other allegations of this paragraph.

9 **5.2. Claim Under 29 U.S.C. § 1132(a)(3).**

10 5.2.1. Answering paragraph 5.2.1 of Plaintiff's complaint, the TrueBlue
11 Defendants re-allege and incorporate by reference its responses to paragraphs 1.1 through
12 5.1.4 above.

13 5.2.2. Answering paragraph 5.2.2 of Plaintiff's complaint, the TrueBlue
14 Defendants admit the allegations of this paragraph.

15 5.2.3. Answering paragraph 5.2.3 of Plaintiff's complaint, the allegations of this
16 paragraph state a legal conclusion and, therefore, no answer is required. To the extent that an
17 answer is required, the TrueBlue Defendants deny the allegations.

18 5.2.4. Answering paragraph 5.2.4 of Plaintiff's complaint, the TrueBlue
19 Defendants deny the allegations of this paragraph.

20 5.2.5. Answering paragraph 5.2.5 of Plaintiff's complaint, the TrueBlue
21 Defendants deny the allegations of this paragraph.

22 5.2.6. Answering paragraph 5.2.6 of Plaintiff's complaint, the TrueBlue
23 Defendants admit that Plaintiff seeks the relief as stated in this paragraph but denies he is
24 entitled to the relief requested and denies any other allegations of this paragraph.

25 5.2.7. Answering paragraph 5.2.7 of Plaintiff's complaint, the allegations of this
26 paragraph state a legal conclusion and, therefore, no answer is required. To the extent that an

answer is required, the TrueBlue Defendants deny the allegations.

5.3. Claim Under 29 U.S.C. § 1132(c)(1)(B).

5.3.1. Answering paragraph 5.3.1 of Plaintiff's complaint, the TrueBlue Defendants re-allege and incorporate by reference its responses to paragraphs 1.1 through 5.2.7 above.

5.3.2. Answering paragraph 5.3.2 of Plaintiff's complaint, the TrueBlue Defendants deny the allegations of this paragraph.

5.3.3. Answering paragraph 5.3.3 of Plaintiff's complaint, the allegations of this paragraph state a legal conclusion and, therefore, no answer is required. To the extent that an answer is required, the TrueBlue Defendants deny the allegations. The TrueBlue Defendants further deny that Plaintiff is entitled to the relief requested and denies any remaining allegations of this paragraph.

5.3.4. To the extent not otherwise answered above, the TrueBlue Defendants deny any remaining allegations of Plaintiff's Complaint.

6. PRAYER FOR RELIEF

Answering paragraphs 6.1 through 6.9 of Plaintiff's complaint, the TrueBlue Defendants deny that Plaintiff is entitled to the relief requested, any other relief whatsoever, and denies any other allegations of these paragraphs 6.1 through 6.9.

AFFIRMATIVE AND OTHER DEFENSES

BY WAY OF FURTHER ANSWER AND DEFENSE, TrueBlue Defendants allege as follows:

1. With respect to some or all of Plaintiff's claims, TrueBlue Defendants allege that the Complaint fails to state a claim upon which relief can be granted.

2. With respect to each of Plaintiff's claims, TrueBlue Defendants allege that at all times and places mentioned in Plaintiff's Complaint, Plaintiff failed to perform certain conditions precedent that were imposed upon Plaintiff by contract. The non-performance of

1 said conditions excused the TrueBlue Defendants' obligations under the contract and has
2 given the answering TrueBlue Defendants the right of disaffirmance, rescission, and release;
3 Plaintiff is, therefore, barred from recovery herein.

4 3. With respect to each of Plaintiff's claims, TrueBlue Defendants allege that the
5 claims alleged against TrueBlue Defendants, in whole or in part, do not fall within the scope
6 of the coverage or are barred by the terms, conditions, definitions, exclusions, and the
7 limitations contained in the Policy issued by Defendant Liberty Life and/or in the TrueBlue
8 Plan.

9 4. With respect to each of Plaintiff's claims, TrueBlue Defendants assert all
10 limitations defenses based on the failure to make a claim or file suit within the limitations
11 period in the Plan, Policy, or governing statutes.

12 5. Plaintiff's recovery, if any, against TrueBlue Defendants must be set off by all
13 amounts appropriate for set off, including but not limited to, amounts previously paid to
14 Plaintiff under the Policy and Plan at issue.

15 6. Plaintiff's damages, if any, were caused by the acts or omissions of third parties
16 over which the TrueBlue Defendants had no control.

17 7. To the extent that Plaintiff's Complaint or some or all of Plaintiff's claims assert
18 or attempt to assert state law or common law claims, such claims are preempted in their
19 entirety by the Employee Retirement Income Security Act of 1974 (ERISA), 29 U.S.C. §
20 1001, et seq., as amended.

21 8. To the extent that Plaintiff's Complaint or some or all of Plaintiff's claims assert
22 that the TrueBlue Defendants breached their fiduciary duties to Plaintiff, the challenged
23 communications were made by agents who were not fiduciaries under ERISA and/or were
24 not fiduciary communications.

25 9. To the extent that Plaintiff seeks benefits, monetary relief, or other relief for
26 some or all of his claims, the TrueBlue Defendants as employer and/or fiduciary are not the

1 holder of the funds which Plaintiff seeks.

2 10. To the extent that Plaintiff seeks monetary or other relief for some or all of his
3 claims, the relief sought by Plaintiff is not within the scope of equitable relief available to
4 Plaintiff under ERISA.

5 **PRAYER FOR RELIEF**

6 WHEREFORE, having fully answered plaintiff's Complaint, the TrueBlue
7 Defendants pray for relief as follows:

8 A. That Plaintiff takes nothing by his Complaint;
9 B. That Plaintiff's Complaint be dismissed with prejudice;
10 C. That the TrueBlue Defendants be awarded their costs, expenses, and reasonable
11 attorneys' fees in defense of this action; and
12 D. That the Court grant the TrueBlue Defendants such other and further relief as
13 the Court may deem is just and equitable.

14 DATED this 30th day of May, 2018.

15 *By: s/Nancy W. Anderson*

16 Nancy W. Anderson, WSBA No. 23031
17 Alyson L. Palmer, WSBA No. 46916
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25 Attorneys for Defendants TrueBlue, Inc. Plan
26 and TrueBlue, Inc.

CERTIFICATE OF SERVICE

The undersigned declares: on the 30TH day of May, 2018, a copy of the foregoing document was served on counsel for Plaintiff and counsel for Defendant Liberty Life Assurance Company of Boston, via the court's CM/ECF system, at the address set forth below.

Melton L. Crawford
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Counsel for Plaintiff

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Counsel for Liberty Assurance Co. of Boston

I declare that the foregoing is true and correct.

Signed at Seattle, Washington this 30th day of May, 2018.

s/Nancy W. Anderson
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